

# Niagara Mohawk Power Corporation - d/b/a National Grid ENVIRONMENTAL MANAGEMENT & CONSTRUCTION PLAN NOTICE OF MINOR CHANGE

**Notice No.**  
GHH-24

**PROJECT:** Gardenville – Homer Hill 151/152 115 kV Rebuild      **PSC Case No.** 06-T-1040

**USACE Pmt. No.**

**Refer to Dwg #:** 17 of 28

**Sheet #:**

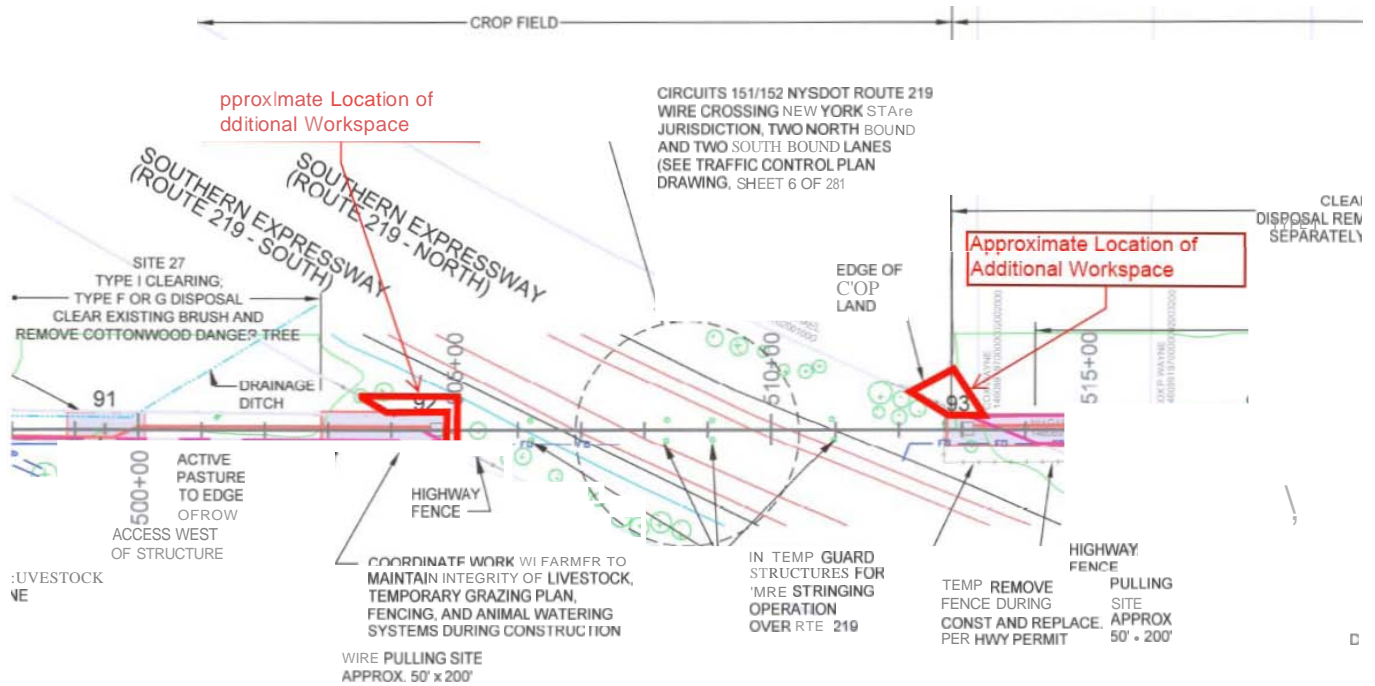
**Location:** Structures 92 and 93

**Feature Changed:** Work Space

**Description of Change:**

The Company would like additional workspace at structures 92 and 93 to complete repairs to the arms of the metal structures. Due to the failure of one of the arms, National Grid will be replacing the arms on both towers. To accomplish this, the lines will need to be placed on temporary poles set adjacent to the structure. The combination of the additional poles and the need to get equipment adjacent to the structures requires the use of additional workspace outside of the current ROW in the area. The extra workspace at structure 92 is located within the state DOT ROW for Route 219 and National Grid indicated that the extra workspace is covered in the State DOT work permit (see attachment). The extra workspace associated with structure 93 goes into private property and National Grid has acquired the landowner permission for the use of this area (see attachments).

**Field Sketch:**



Initiated By: Warner  
 NMPC Approval By: Denny  
 Sent To PSC By: Cable  
 PSC Approval By:  
 Sent To Corps By:  
 Corps Approval By:

Date: 10/27/10  
 Date: 10/28/10  
 Date: 10/29/10  
 Date: Verbal (Y) or (N)  
 Date:  
 Date: Verbal (Y) or (N)

## TEMPORARY USE AGREEMENT

This Temporary Use Agreement ("Agreement"), made this 26<sup>th</sup> day of October, 2010, is by and between **MICHAEL DELMONTE**, residing at 6298 Bunting Road, Orchard Park, New York 14127 (hereinafter "Owner"), and **NIAGARA MOHAWK POWER CORPORATION**, a corporation of the State of New York, with a place of business at 144 Kensington Avenue, Buffalo, New York 14214 (hereinafter "User").

### **BACKGROUND:**

WHEREAS, Owner owns that certain parcel of land located on the east side of the 219 Expressway in the Town of Orchard Park, County of Erie, State of New York, also known as Tax Parcel No. (S-B-L) 197.00-2-1, all as more accurately identified on Exhibit A attached hereto (hereinafter "Owner's Property"); and

WHEREAS, User has a transmission corridor lands that are contiguous with the above described lands of the Owner; and

WHEREAS, User desires the right to temporarily possess and use a portion of Owner's Property for a work site for a maintenance project on said transmission corridor, substantially in the area portrayed on the sketch plan attached hereto as **Exhibit A** (the "Premises"); and

WHEREAS, Owner desires to grant such temporary use of the Premises and User desires to accept such grant of the Premises subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the parties hereto agree as follows:

1. This Agreement shall be for two (2) months, effective November 3, 2010 (the "Term"). User shall pay to Owner a rental of TWO HUNDRED DOLLARS (\$200.00) for two (2) months' temporary use of the Premises to be paid in full within twenty (20) days of the execution hereof.

The Owner further grants unto User the option to extend the Term of this Agreement on a month-to-month basis at the rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per month for a maximum of two (2) additional months.

2. The User shall, at the end of the project, remove any materials installed for said work site and restore the Premises to substantially the condition it was in when same was delivered to User at the commencement of the Term.

3. The Owner hereby represents and warrants to User that (i) the Owner's Property (including the Premises) are owned in fee simple and that the Owner has good right to grant and convey the above-described rights to User, (ii) there are no hazardous materials located at or near the Premises, and (iii) User shall and may peaceably and quietly have, hold and enjoy the temporary rights granted hereunder during the Term without any manner of hindrance or molestation from the Owner.
4. Owner shall be considered an additional insured on User's liability insurance (certificate attached).

***IN WITNESS WHEREOF***, the parties have executed this Temporary Use Agreement the day and year first above written.

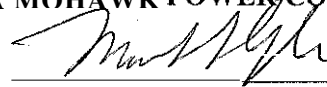
**OWNER**  
  
\_\_\_\_\_  
**MICHAEL DELMONTE**

L.S.

**USER**

**NIAGARA MOHAWK POWER CORPORATION**

By:



Name: Mark G. Agle, P.L. " Supervisor

Title: Real Estate Energy Delivery Services

**MEMORANDUM OF INSURANCE**

**June 30, 2010**

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. Any other use, duplication or distribution of this Memorandum without the consent of National Grid is prohibited. The information contained herein is as of the date referred to above. National Grid shall be under no obligation to update such information.

Producer	Company A Self Insured
	Company B Associated Electric & Gas Ins Services Ltd.
	Company C National Grid Insurance Co. Ltd.
	Company D National Union Fire Ins Co of Pittsburgh PA

Insured National Grid USA and its Subsidiaries which include, but are not limited to: Granite State, Massachusetts Electric, Nantucket Electric, Niagara Mohawk, Narragansett Electric, National Grid GUSA Service Co., KeySpan Corporation including but not limited to its related subsidiaries (eff. 8/24/07, collectively "National Grid")	Company
	Company

**Coverages**  
The policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co Ltr	Type of Insurance	Policy Number	Effective Expiration	Limits of Liability		
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability D Claims Made <input checked="" type="checkbox"/> Occurrence D Owners' & Contractors' Prot General Aggregate Limit applies per: D Policy D Project D Location	Self-Insured	04/01/2010 04/01/2011	Each Occurrence	\$ 3,000,000	
A	Automobile Liability D Any Automobile <input checked="" type="checkbox"/> All Owned Automobiles D Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles	Self-Insured	04/01/2010 04/01/2011	Combined Single Limit	\$ 3,000,000	
B	Excess Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	X5686A/A10	04/01/2010 04/01/2011	Comprehensive Each Occurrence Aggregate	\$ \$5,000,000 \$5,000,000	
	Workers Compensation and employers liability			<input checked="" type="checkbox"/> WE Statutory Limit <input type="checkbox"/> Other EL Each Accident EL Disease - <u>      </u> olic limit EL Disease - each employee		
D	Other Excess Workers' Comp	488-04-81 (MA, NH, NY, RI)	07/01/2010 07/01/2011	SIR \$IM	WCLimit Statutory	ELLimit \$IM
C	All Risk Property	NG/PDIBIII/01001	04/01/2010 04/01/2011	\$1.5M for Distribution; \$7.5M for Transmission-excluding transformers. Replacement cost coverage applies. Blanket coverage limit in excess of \$10M; Excludes coverage for generation.		

Description of Operations/Locations/Vehicles/Special Items

**Commercial General Liability & Excess Liability Insurance -Additional Insured** status is automatic for any person, company, or organization where a National Grid Company is required by a written contract or a written agreement to add such person, company, or organization as an additional insured on our liability policy, but only with respect to liability arising out of National Grid's premises or utility operations.

**Waiver of Subrogation** is pennitted as required by an executed written agreement with National Grid, and in accordance with the terms, conditions, and exclusions of the applicable policies.

**Auto Comprehensive and Collision Coverage** is self-insured by National Grid for all vehicles.

**Evidence of Property Insurance:** Any party which the National Grid is contractually required to include as a Loss Payee, or Mortgagee is granted such status under this policy as such interest may appear. Coverage under the policy applies only if such notice has been given and to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, if any, but in no event for insurance not afforded by the policy nor for limitsof liability in excess of the applicable limits of liability of the policy. Business Interruption coverage is included as part of the All Risk Property form.

Please contact the Administrator for further information regarding Property coverage for the **Generation** assets.

Please contact the Administrator for further information regarding and insurance coverage for KeySpan's **unregulated** businesses.

~~The existence of more than one insured, Additional Insured or other interests shall not serve to increase the limits of liability of the policy.~~

~~The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.~~



US Hwy 219

TOWER #93



LANDS OF  
MICHAEL DELMONTE  
ORCHARD PARK  
SBL 197.00-2-1

WORK SITE  
"PREMISES"  
APPROX. 50' X 50'

6298 BUNTING

EXHIBIT A

**From:** Olds, Clay [Clay.Olds@us.ngrid.com]  
**Sent:** Thursday, October 28, 2010 12:59 PM  
**To:** Cable, Chris  
**Subject:** FW: Question re Permit 09-0213, expires 12/31/2010  
**Attachments:** 151-152 DELMONTE AT STR 93.bmp

Chris- below is the email chain I had with Brian Skok from the DOT regarding using the land next to tower #92.

Attached is my agreement with the landowner near #93.

Clay W. Olds Esq.  
Real Estate Representative  
National Grid  
144 Kensington Ave  
Buffalo, NY 14214  
716-831-7537-office  
716-831-7427  
[clay.olds@us.ngrid.com](mailto:clay.olds@us.ngrid.com)

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**From:** Olds, Clay  
**Sent:** Wednesday, October 20, 2010 11:24 AM  
**To:** 'Skok, Brian (DOT)'  
**Subject:** RE: Question re Permit 09-0213, expires 12/31/2010

Thanks Brian, I will pass along the conditions set forth below.

Clay W. Olds Esq.  
Real Estate Representative  
National Grid  
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Buffalo, NY 14214

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716-831-7427

[clay.olds@us.ngrid.com](mailto:clay.olds@us.ngrid.com)

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**From:** Skok, Brian (DOT) [mailto:bskok@dot.state.ny.us]  
**Sent:** Tuesday, October 19, 2010 4:07 PM  
**To:** Olds, Clay  
**Subject:** RE: Question re Permit 09-0213, expires 12/31/2010

You can use the ROW for work space as long as these conditions are met:

- 1) Access must be from outside the expressway.
- 2) A minimum of thirty feet clear area from the white stripe line **and** minimum of ten feet (or greater) from the back side of the ditch must be maintained at all times. This is needed for recovery area should a vehicle lose control.

If they plan to do lane closures on the expressway again we will need to watch the weather. If needed, we can coordinate our plowing and salting with your removal of the cones, etc...

Don't worry about the permit expiration date – your good for as long as needed to wrap up this job.

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**From:** Olds, Clay [mailto:Clay.Olds@us.ngrid.com]  
**Sent:** Tuesday, October 19, 2010 3:26 PM  
**To:** Skok, Brian (DOT)  
**Subject:** RE: Question re Permit 09-0213, expires 12/31/2010

HI BRIAN,

I JUST CALLED DAN MANLEY, WHOM YOU HAVE MET, (AT LEAST HE SAID HE KNEW WHO YOU WERE)

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**From:** Skok, Brian (DOT) [mailto:bskok@dot.state.ny.us]  
**Sent:** Tuesday, October 19, 2010 3:15 PM  
**To:** Olds, Clay  
**Subject:** RE: Question re Permit 09-0213, expires 12/31/2010

Several questions before I can answer this:

- 1) We need to know the duration of the work. **2 MONTHS MAX.-START NOV 7 OR 8 (HAVE TO GET AN OUTAGE ON THE LINES)**
- 2) Will they want access from the expressway side of the fence or will the fence be temporarily removed?

**THE FENCE HAS BEEN TEMPORARILY REMOVED.**

Are you able to update us on the status of the repair to the tower arm that broke a couple of weeks ago? **THE DESIGN OF THE REPAIR IS BEING FIGURED OUT NOW AND IT WILL BE FIXED IN THE SAME 2 MONTH PERIOD CITED ABOVE (THEY WILL "BEEF UP" THE TOWERS ON BOTH SIDES OF THE EXPRESSWAY #92 AND #93).**

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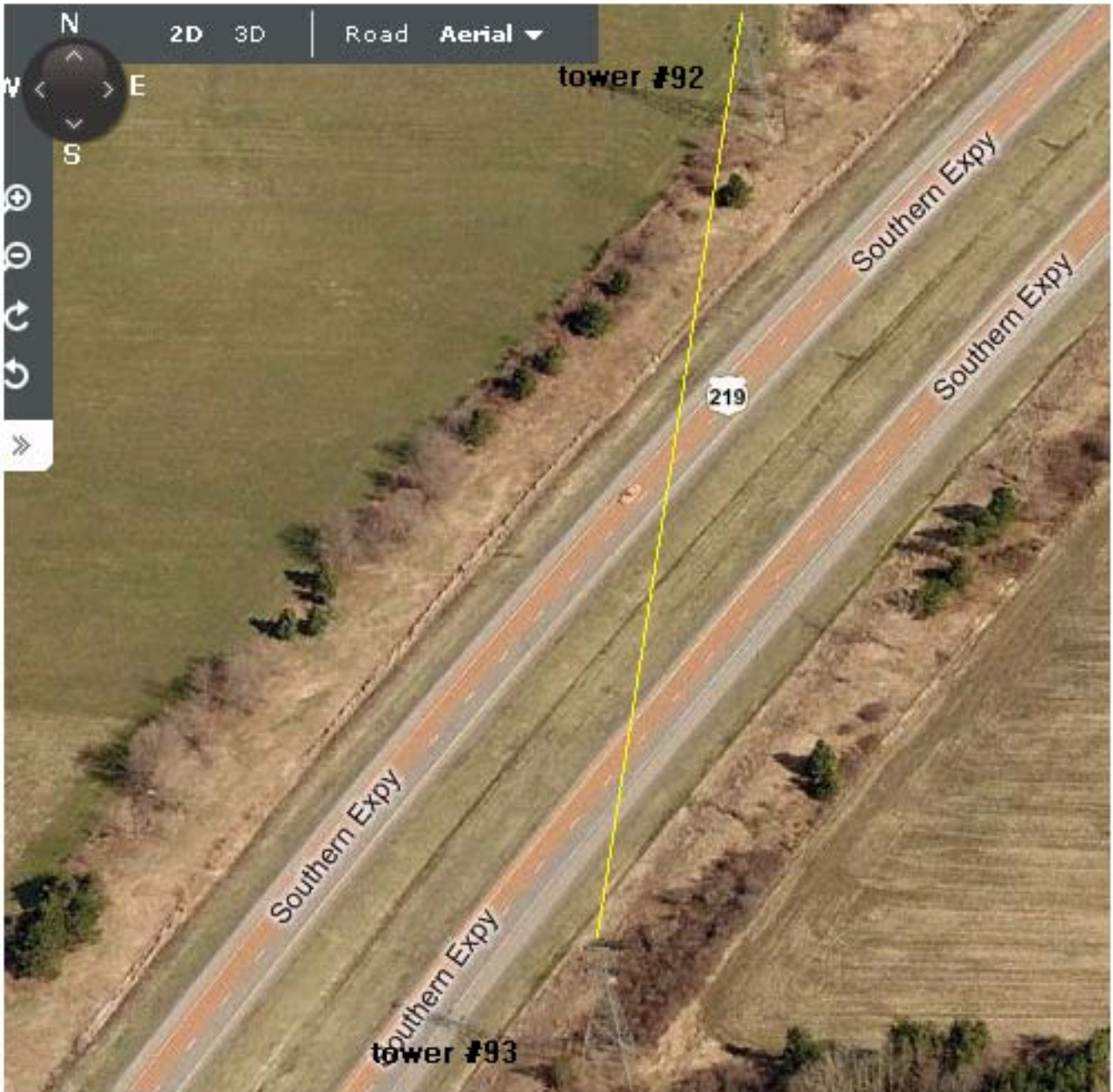
**From:** Olds, Clay [mailto:Clay.Olds@us.ngrid.com]  
**Sent:** Tuesday, October 19, 2010 2:42 PM  
**To:** Skok, Brian (DOT)  
**Subject:** Question re Permit 09-0213, expires 12/31/2010

This span crosses 219 in the Town of Orchard Park.

We need some work space between tower #92 and the ditch.

Are we covered ?





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